

Contract Number C-1111-0500

- (c) **NSN** Information;
- (d) **TNS** Information;
- (e) Pre-Existing Materials; and
- (f) Information that relates to this MSA or the Services.

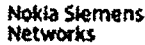
24.2 Standard of Care. The Recipient shall protect Confidential Information from disclosure to third Parties using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder to its agents, employees, and contractors who have a need to know, for the purpose of this MSA, and who are bound to protect the received Confidential Information from unauthorized use and disclosure under this MSA. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the Owner.

24.3 Exceptions. ~~The restrictions of this MSA on the use and disclosure of Confidential Information shall not apply to information that:~~

- (a) was publicly known to a third party at the time of Owner's communication thereof to Recipient;
- (b) becomes publicly known to a third party through no fault of Recipient subsequent to the time of Owner's communication thereof to Recipient;
- (c) was in Recipient's possession free of any obligation of confidence at the time of Owner's communication thereof to Recipient;
- (d) is developed by Recipient independently of and without reference to any of Owner's Confidential Information or other information that Owner disclosed in confidence to any third party;
- (e) is rightfully obtained by Recipient from a third party authorized to make such disclosure without restriction;
- (f) is identified by Owner as no longer proprietary or confidential;
- (g) is disclosed to its attorneys, auditors, insurers, subcontractors and employees who have a need to have access to such Confidential Information in connection with their employment (or engagement, if applicable) by the receiving Party, so long as the receiving Party requires, in the case of its attorneys, auditors, insurers and subcontractors, that each of them execute a confidentiality agreement containing terms and conditions no less restrictive than those set forth in this Article 24 and advises, in the case of its employees, each such employee of the confidentiality obligations set forth in this Article 24; or
- (h) is disclosed by **NSN** to the Customer in connection with the performance of **NSN's** undertakings under the Customer Contract.

24.4 Defacement. The receiving Party will not allow the removal or defacement of any confidentiality or proprietary notice placed on items of the disclosing Party's Confidential Information.

24.5 Disposition of Confidential Information. The receiving Party shall immediately upon notice from the disclosing Party destroy the disclosing Party's Confidential Information; provided that, the disclosing Party agrees that such Confidential Information is required by the receiving Party in connection with its performance of this MSA. In any event, each Party's right to use the Confidential Information of the other Party will terminate automatically and with immediate effect upon the expiry or termination of this MSA. Each Party shall upon the expiry or termination of this MSA (a) make no further use of the Confidential Information of the other Party; (b) either promptly return to the other Party or destroy all of the other Party's Confidential Information and any and all copies thereof; and (c) submit to the other Party a properly signed and executed written



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document stating that all of the other Party's Confidential Information that is in writing or in any other tangible form, as well as any and all copies thereof, have been either destroyed or returned to the other Party.

- 24.6 Term. The confidentiality undertakings of this Article 24 shall bind the Parties during the term of this MSA and for a period of two (2) years thereafter.
- 24.7 Use of Marks. No name, logo, and/or trademark of **NSN** or its affiliates, may be used by **TNS** for any purpose without the prior written approval of **NSN**. Any publicity or advertising, in connection with any Services and/or this MSA or the Customer Contract, shall be subject to the prior written consent of **NSN**.
- 24.8 Required Disclosure. If Recipient is required by law, regulation, or court order to disclose any of Owner's Confidential Information, Recipient will promptly notify Owner in writing prior to making ~~any such disclosure in order to facilitate Owner seeking a protective order or other appropriate~~ remedy from the proper authority. Recipient agrees to cooperate with Owner in seeking such order or other remedy. Recipient further agrees that if Owner is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.
- 24.9 Ownership. All Confidential Information disclosed under this MSA (including information in computer software or held in electronic storage media) shall be and remain the property of Owner.
- 24.10 Residuals. Subject to the provisions of this Article 24, neither Party is restricted from incidentally using any general operational ideas, concepts, know-how or techniques that are mentally retained in the unaided memories of the receiving Party's employees (and not intentionally memorized for the purpose of later recording or use) (the "Residual Knowledge").
- 24.11 Injunctive Relief. The Parties acknowledge that Confidential Information is unique and valuable, and that disclosure in breach of this MSA will result in irreparable injury to Owner for which monetary damages alone would not be an adequate remedy. Accordingly, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Owner shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

ARTICLE 25 - COMPLIANCE WITH FEDERAL REGULATIONS

- 25.1 Executive Orders. Services under this MSA may be subject to the provisions of certain executive orders, federal laws, state law and associated regulations governing performance of this MSA including, but not limited to: Executive Order 11246, Executive Order 11625, Executive Order 11701, and Executive Order 12138, Section 503 of the Rehabilitation Act of 1973 as amended and the Vietnam Era Veteran's Readjustment Assistance Act of 1974. To the extent that such executive orders, federal laws, state laws and associated regulations apply to the Services under this MSA, and only to that extent, **TNS** agrees to comply with the provisions of all such executive orders, federal laws, state laws, and associated regulations, as now in force or as may be amended in the future, including, but not limited to the following:

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- 25.2 Equal Opportunity Employer. In accordance with 41 C.F.R. §60-1.4(a), the Parties incorporate herein by this reference the regulations and contract sections required by that section, including but not limited to, **TNS's** agreement that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. **TNS** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.
- 25.3 Non-Segregated Facilities. In accordance with 41 C.F.R. §60-1.8, **TNS** agrees that it does not and will not maintain or provide for its employees any facilities segregated on the basis of race, color, religion, sex or national origin at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where such segregated facilities are maintained. The term "facilities" as used herein means waiting rooms, work areas, restaurants and other eating areas, time clocks, rest rooms, wash rooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, ~~transportation, and housing facilities provided for employees; provided, that separate or single~~ user restroom and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.
- 25.4 Affirmative Action Program. **TNS** agrees that it has developed and is maintaining an Affirmative Action Plan as required by 41 C.F.R. §60-1.4(b).
- 25.5 Filing. **TNS** agrees that it will file, per current instructions, complete and accurate reports on Standard Form 100 (EO-1), or such other forms as may be required under 41 C.F.R. §60-1.7(a).
- 25.6 Handicapped Persons and Veterans. In accordance with 41 C.F.R. §60-250.20, and 41 C.F.R. §60-741.20, the parties incorporate herein by this reference the regulations and contract sections required by those provisions to be made a part of government contracts and subcontracts.
- 25.7 FCC Regulations. Services furnished hereunder shall comply, to the extent applicable, with the requirements of Subpart B of Part 15 of the Federal Communication Commission's Rules and Regulations, as may be amended from time to time, including those sections concerning the labeling of Equipment and the suppression of radio frequency and electro-magnetic radiation to specified levels. Should the Equipment installed by **TNS**, despite meeting the FCC's standards as set forth above, generate harmful interference to radio communications, when used in accordance with **NSN's** reasonable operating instructions, **TNS** shall provide to **NSN** information relating to methods of suppressing such interference. Nothing herein shall be deemed to diminish or otherwise limit **TNS's** obligations under Article 14 "Warranties."

ARTICLE 26 - AFFIRMATIVE ACTION

- 26.1 MBE/WBE/DVBE Generally. **TNS** will use commercially reasonable efforts to utilize MBE/WBE and DVBE firms (as defined in the paragraph 26.3) at the annual MBE/WBE/DVBE participation levels set forth in the applicable Customer Appendix. MBE/WBE/DVBE participation may be achieved through cost of goods content, contract specific subcontracting, or the use of value-added resellers. The participation levels identified in such Customer Appendix comply with the requirements imposed on **NSN**. Attached hereto as Appendix 8, "MBE/WBE/DVBE Reporting" is **TNS's** completed participation plan outlining its MBE/WBE/DVBE goals and specific and detailed plans to achieve those goals. **TNS** will submit an updated participation plan annually by the first week in January each year during the term of this MSA. **TNS** will submit to **NSN** MBE/WBE/DVBE results reports quarterly by the 15th Day preceding the close of each quarter.

26.2 MBE/WBE/DVBE Cancellation Clause. If **TNS** falsifies or misrepresents, or fails to report a disqualifying change in the MBE/WBE/DVBE status of any supplier or any subcontractor utilized by **TNS**; or **TNS** fails to use commercially reasonable efforts to obtain the MBE/WBE/DVBE participation levels set forth in the applicable Customer Appendix; or **TNS** fails to cooperate in any investigation conducted by **NSN** or its designee to determine **TNS**'s compliance with this Article 26, in addition to any other rights or remedies **NSN** may have, **TNS** shall reimburse **NSN** in accordance with the procedure set forth in the applicable Customer Appendix.

26.3 MBE/WBE/DVBE Definitions:

(a) For purchases under this MSA by **NSN**, Minority and Women Business Enterprises (MBEs/WBEs) are defined as businesses which satisfy the requirements of paragraph (b) below.

~~(b) MBEs/WBEs must be at least 51% owned by a minority individual or group or by one or more women (for publicly-held businesses, at least 51% of the stock must be owned by one or more of those individuals), the MBEs/WBEs' management and daily business operations must be controlled by one or more of those individuals and these individuals must be either U. S. citizens or legal aliens with permanent residence status. For the purpose of this definition, minority group members include male or female Asian Americans, Black Americans, Filipino Americans, Hispanic Americans, Native Americans (i.e., American Indians, Eskimos, Aleuts and Native Hawaiians), Polynesian Americans and multi-ethnic (i.e., any combination of MBEs and WBEs where no one specific group has a 51% ownership and control of the business, but when aggregated, the ownership and control combination meets or exceeds the 51 % rule). "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means actively involved in the day-to-day management of the business and not merely acting as officers or directors.~~

(c) For purchases under this MSA, DVBEs are defined as any business concern that satisfies the requirements of paragraph (d) below and is certified as a DVBE by a certifying agency recognized by **NSN**.

(d) The DVBE must be (1) a non-publicly-owned enterprise at least 51 % owned by one or more disabled veterans; (2) a publicly-owned business in which at least 51% of the stock is owned by one or more disabled veterans; (3) a subsidiary which is wholly owned by a parent corporation, but only if at least 51 % of the voting stock of the parent corporation is owned by one or more disabled veterans; or (4) a joint venture in which at least 51% of the joint venture's management and control and earnings are held by one or more disabled veterans. In each case, the management and control of the daily business operations must be by one or more disabled veterans. A disabled veteran is a veteran of the military, naval or air service of the United States with a service-connected disability. "Management and control" in this context means exercising the power to make policy decisions and actively involved in the day-to-day management of the business and not merely acting as officers or directors.

(e) Foreign-owned firms operating in the United States do not qualify as MBE/WBE/DVBE merely by virtue of being foreign-owned. They must meet all other definitions listed above to satisfy these requirements.

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- 26.4 Nomination. The **TNS** shall nominate at least one person who shall be the contact point and coordinator with respect to the obligations contained in this Article 26.

ARTICLE 27 - DISPUTE RESOLUTION

- 27.1 If a dispute arises between the Parties, each Party shall designate a senior executive representative to schedule a meeting (via telephone or in person) to discuss such dispute, and to attempt a resolution of the matter. If a dispute cannot be resolved within twenty-one (21) calendar days of the date of a written notice, then any dispute shall, unless **NSN** elects otherwise, be finally settled by arbitration in accordance with the Commercial Arbitration Rules of American Arbitration Association. The Arbitration Panel shall be composed of three (3) arbitrators. Each Party shall select an arbitrator and the third arbitrator will be appointed according to the said Rules. The award shall be final and binding on the Parties and enforceable in any court of competent jurisdiction. The place of arbitration shall be Dallas, Texas and the proceedings shall be conducted in the English language. ~~NSN may elect not to arbitrate the dispute, and if so, NSN~~ may determine the city in which proceedings can be filed at its sole discretion. **TNS** may request notification of **NSN's** election to arbitrate, and within fourteen (14) days, **NSN** shall notify **TNS** of its election.
- 27.2 **TNS** will continue performance, and **NSN** shall continue to make undisputed payments, which are unrelated to the dispute, to **TNS** that are due and payable to **TNS**, during the pendency of any dispute, unless **NSN** terminates this MSA under Article 21, "Term and Termination."
- 27.3 Nothing in this Article 27 shall restrict either Party from seeking injunctive or other equitable relief.

ARTICLE 28 - GENERAL PROVISIONS

- 28.1 Amendment. This MSA cannot be amended or modified except by a written agreement duly executed by **NSN** and **TNS**.
- 28.2 Obligation Fulfillment. **TNS** warrants that it is committed to complete fulfillment of its obligations as contained in this MSA and the applicable Appendix, Amendment and/or Attachment. Any consideration for delay from **TNS** for its failure to meet those obligations shall be due to **NSN** as outlined in Article 20. Such consideration shall not be considered a penalty. Both Parties agree that any consideration represents a reasonable pre-estimate of **NSN's** probable loss. The remedies as set out in the MSA and the applicable Appendix, Amendment and/or Attachment shall be the remedies for default.
- 28.3 Waiver. No failure or delay of either Party in exercising its rights hereunder (including but not limited to the right to require performance of any provision of this MSA) shall be deemed to be a waiver of such rights unless expressly made in writing by the Party waiving its rights.
- 28.4 Notices. Except as otherwise specified in this MSA, all notices, requests, consents, approvals and other communications required or permitted under this MSA must be in writing and will be deemed properly given and received when delivered to the address specified below (by hand, registered mail, a nationally recognized courier or overnight delivery service such as United Parcel Service, or telecopy (confirmed by the recipient), to the telecopy number specified below:

In the case of **TNS**:

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Mauricio Villalon
Director-Nokia National Account
655 North Glenville Drive
Richardson, TX 75081
206-910-4538
Mvillallon@telns.com

With copy to:

John Dobmeier
President
655 North Glenville Drive
Richardson, TX 75081
E-mail: jdobmeier@telns.com

In the case of **NSN**:

Mike Branham
Sourcing Manager
6000 Connection Drive
Irving, TX
Email: mike.branham@nsn.com

With a copy to:

Nokia Siemens Networks US LLC.

Attn: Director of Legal Services
1040 Crown Point Parkway
Suite 900
Atlanta, GA 30338

Either Party may change its address or telecopy number for notification purposes by giving the other Party ten (10) Days' notice of the new address or telecopy number and the date upon which it will become effective.

- 28.5 Independent Contractors. The Parties intend to create an independent contractor relationship and nothing contained in this MSA will be construed to make either Party partners, joint ventures, principals, agents or employees of the other. No officer, director, employee, agent, affiliate, or contractor retained by **TNS** to perform Services will be deemed to be an employee, agent, or contractor of **NSN**. Neither Party will have any right, power, or authority, express or implied, to bind the other.
- 28.6 Counterparts. This MSA may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one single agreement between the Parties. This MSA may be signed by facsimile, including in multiple counterparts if necessary, each of which counterpart is to be considered an original.

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- 28.7 Construction. The recitals are incorporated herein by reference. This MSA is binding on the successors and assigns of the Parties. Each Party agrees to sign any additional documentation reasonably requested by the other Party which becomes necessary or desirable to further evidence the intent of this MSA; provided that such documentation shall not impact or otherwise alter the rights and obligations of the Parties hereunder. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this MSA or any Appendix, Amendment and/or Attachment. **NSN's** parent and affiliated companies are third party beneficiaries under this MSA.
- 28.8 Assignment. Neither Party shall assign or transfer this MSA, or any of its rights or obligations under this MSA, to any third party without the prior written consent of the other Party, which may be withheld at such Party's sole discretion except in connection with assignment to an affiliate of the assigning Party. In that case, consent will not be unreasonably withheld so long as the assigning Party remains fully responsible to the other Party for the proper fulfillment of this MSA. ~~This MSA is binding upon the permitted successors and assigns of each Party.~~
- 28.9 Further Assurances. The Parties will, subsequent to the Effective Date, and without any additional consideration, execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this MSA; provided that such instruments or acts do not impact or otherwise alter the rights and obligations of the Parties hereunder.
- 28.10 Language. All communications between the Parties in connection with this MSA and provision of the Services by **TNS** shall be in the English language.
- 28.11 Survival. The provisions of Articles 14, "*Warranties*", Article 16, "*Indemnities*", Article 17, "*Damages*", Article 18, "*Insurance*", Article 20, "*Delays*", Article 21, "*Term and Termination*", Article 22, "*Force Majeure*", Article 23, "*Intellectual Property Rights*", Article 24, "*Confidential Information*", Article 25, "*Compliance with Federal Regulations*", and Article 27, "*Dispute Resolution*", shall remain in force notwithstanding termination, cancellation or expiry of the MSA.
- 28.12 Severability. Should any provision of this MSA be partially or totally invalidated, the balance of the provisions shall remain unaffected. It is agreed by the Parties hereto that the ineffective provision shall be replaced by a valid provision which is fair to both contracting Parties and which, as far as legally possible, most closely resembles the economic purpose of the ineffective provision.
- 28.13 Governing Law. This MSA is governed by and shall be interpreted in accordance with the laws of the State of Texas without regard to its conflicts of law provisions.
- 28.14 Interpretation. The following rules of interpretation shall be applied in interpreting this MSA and any Purchase Order: (i) headings and captions are for convenience only and are not to be used in the interpretation of this MSA or any Purchase Order; (ii) as used in this MSA or any Purchase Order, the terms "include" or "including" will always be deemed to mean "including, without limitation;" (iii) consents or approvals required to be given under this MSA shall be in writing and shall not be unreasonably withheld, delayed or denied unless the MSA expressly states otherwise; and (iv) all requests under this MSA shall be reasonable. The language of this MSA shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any Party. The Parties agree that this MSA has been prepared jointly and has been the subject of arm's length and careful negotiation. Each Party has been given the opportunity to independently review this MSA with legal counsel and other consultants, and each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions. Accordingly, in the event of an ambiguity in or dispute regarding the

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interpretation of this MSA, the drafting of the language of this MSA shall not be attributed to either Party.

- 28.15 Non-intervention. In connection with the performance of Services by **TNS** to **NSN**, **TNS** agrees not to intentionally influence, directly or indirectly, any regulatory, legislative or judicial body so as to prevent or delay the utilization of the Services by **NSN** or a Customer.
- 28.16 Publicity. Each Party agrees not to publish press releases or publicity matters or materials concerning this MSA or any of the Services without the other Party's prior written consent, to be given at the sole discretion of such Party, except to the extent that a disclosure is required by applicable law.
- 28.17 Remedies. All remedies provided for in this MSA, Appendices, Amendments and/or Attachments shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
-

[Signature Page Follows.]

IN WITNESS WHEREOF, this MSA has been signed by the duly authorized representatives of each Party hereto.

Signed this 21 day of MAY, 2007.

**Advanced Technologies and Installation
Corporation d/b/a Telecom Network
Specialists**

By:

John J. McCann

Name: JOHN J. MCCANN

Title CHIEF EXECUTIVE OFFICER

Nokia Siemens Networks US LLC

Joe Karsen

Name: JOE KARSE

Title HEAD OF NJ

WITNESS:

BY:

Dale P. Ostrander

DALE P. OSTRANDER

John H. Mayne

Name: JOHN H. MAYNE

Title HEAD OF SERVICE PROCUREMENT &
STANDARDIZATION
NAAM

Witness:

By:

Kathleen Nugent

Kathleen Nugent
Contract Manager

Appendix 1

Subcontractor Requirements for Services

This document stipulates the basic requirement for all **NSN** Suppliers. These requirements are general and complement other requirements stipulated in the MSA between **NSN** and the Supplier and the Supplier's subcontractors. These requirements must not be interpreted as any limitation to the professional performance of subcontracted scope of work in the contract/agreement.

The requirements are defined in the following six (6) requirements areas each of which contains a number of detailed requirement elements, in total 57.

- Requirements marked with "•" concerns all Suppliers with **NSN** contract/agreements (approved level).
- Requirements marked with "+" is extra requirements for those Suppliers stipulated to fulfill preferred level.
- Requirements marked with "*" is extra requirements (above "•" and "+" requirements) for the Suppliers stipulated to fulfill partner level.

The main purpose of this document is to clarify **NSN** requirements to the Supplier and to act as criteria in follow up of Supplier management performance. Conformance can be verified by **NSN** in Assessments or by project follow-ups etc. The Supplier can also be asked to perform self-assessments based on these requirements.

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1. MANAGEMENT RESPONSIBILITY

This chapter describes requirements for the high level policies normally needing top management attention and policies to guide practical implementations.

1.1 Business Vision and Strategy *

The Supplier shall have clear business vision and strategy with regard to further development of the company, understanding its current status and vision as to where it would like to be in the future. Management shall have a plan showing how it plans to achieve its vision and strategic objectives.

1.2 Key Performance Indicators •

The Supplier shall apply key performance indicators that are derived from appropriate strategic goals covering relevant business expectations. Management shall use these indicators to monitor and review its performance as well as to initiate improvement actions.

1.3 Customer Satisfaction Program *

The Supplier shall have an active customer satisfaction program based on delivery performance, customer ratings, customer surveys and interviews, etc. Management shall take actions based on the results of the program.

1.4 Quality Policy •

The Supplier shall have an up-to-date, documented Quality Policy. Management shall ensure that the policy is communicated, understood and implemented at all levels within the organization.

1.5 Environmental Policy *

The Supplier shall have an up-to-date, documented Environmental Policy including commitment to environmental protection, prevention of pollution, compliance with environmental legislation and continuous improvement. The policy shall be effectively communicated to and understood at all levels within the organization. The Supplier shall also be able to provide evidence of implementation.

1.6 Management Support for Quality System •

Management shall support the Quality Management System by periodically reviewing it to verify its continued effectiveness and suitability for future needs. Management shall allocate resources necessary to achieve this objective.

1.7 Personnel Competence and Training •

The Supplier shall ensure that employees have the required education, training and competence for their position and tasks. Management shall hold periodic appraisals of personnel competence and training requirements and prepare training plans. During these appraisals the organization's strategic goals and related competence development needs shall be taken into account.

1.8 Continuous Improvement +

The Supplier shall have on-going performance improvement programs based on strategy elements, key performance indicators, quality and environmental objectives, customer satisfaction program etc. At suitable intervals, management shall review the status of these programs and take necessary actions.

1.9 Risk Management Policy +

The Supplier shall have an up-to-date documented Risk Management Policy ensuring the active identification, analysis, control and monitoring of business risks. The Supplier shall also take necessary actions in order to minimize probability and/or impact of such risks or eventual effects if such risks materialize.

1.10 Ethical Considerations •

The Supplier shall be committed to ethical conduct, full compliance to applicable national and international laws and respect for human rights in the spirit of internationally recognized ethical standards, e.g. SA8000.

2. ENVIRONMENTAL MANAGEMENT

This chapter describes the requirements related to environmental aspects throughout the supply chain.

2.1 Environmental Management System +

The Supplier shall have a documented Environmental Management System to ensure effective planning, operation and control of environmental aspects. This Environmental Management System shall satisfy the requirements of ISO 14 001 or other internationally recognized standard. Continuous improvement efforts shall be addressed within the Environmental Management System.

2.2 Design for Environment •

The Supplier shall consider environmental aspects in all phases of product development, e.g. with specific Design for Environment tools or defined checklists. Choices made during this phase shall reduce or eliminate negative impacts on the environment. All reasonable attempts should be made to reduce or eliminate hazardous constituents from the product and pursue the use of recyclable materials.

2.3 Raw Material Content •

The Supplier shall record the raw material content of products supplied to **NSN**, and provide end-of-life treatment recommendations for such products. These records shall be available to **NSN** upon request.

2.4 Legal Compliance •

The Supplier shall be knowledgeable of environmental legislation and applicable regulations and provide evidence of compliance with such regulations.

2.5 Programs for Improving Environmental Performance *

The Supplier shall identify significant environmental impacts associated with its operations, and implement continuous improvement programs to address them. These programs shall cover the efficient recycling and/or disposal of waste materials and improving treatment and control of waste emissions affecting air, water and soil. The Supplier shall be able to provide supporting evidence.

2.6 Suppliers' Environmental Performance *

The Supplier shall evaluate its subcontractors' and suppliers' performance and set necessary environmental improvement targets. If a subcontractor is used for waste disposal the Supplier shall determine if that subcontractor is correctly authorized and licensed through on-site inspection or third party certification.

3. RISK MANAGEMENT

This chapter addresses the necessary processes and procedures that should be in-place to effectively implement risk management practices affecting the entire logistics chain including all external risk categories.

3.1 Risk Management System +

The Supplier shall have a documented Risk Management System to ensure effective identification, analysis, control and monitoring of associated risks, including timely preventive actions for risk mitigation. The Risk Management System scope shall cover business opportunity, uncertainty and hazard based risks. The approach shall include risk categories such as strategic, financial, operational, commercial, technical, quality and schedule as well as external categories such as location, natural hazards, export control and product liability. The Supplier shall also be able to provide evidence of implementation.

3.2 Business Continuity Plan *

The Supplier shall have a documented Business Continuity Plan. The Plan shall establish the procedures and responsibilities to be used by the Management to guarantee business operations continuity and customer service following an interruption event. For major risks a Recovery Management Team shall be nominated for implementation of the recovery/response plan.

3.3 Emergency Procedure(s) •

The Supplier shall have a documented and implemented Emergency Procedure(s) including an evacuation and rescue plan. Periodic evacuation and rescue drills shall be arranged and the results of such exercises recorded. The Supplier shall take necessary steps to prevent and detect emergency incidents by means of fire and smoke alarm systems, sprinklers, etc. applicable personnel, e.g. in the form of Emergency Response Teams shall be trained to deal with emergencies.

3.4 Occupational Safety •

The Supplier shall take occupational safety precautions throughout the organization for dealing with hazardous materials, noise, powered-up equipment, etc. by means of safety instructions and appropriate safety devices; protective clothing, hearing protectors, etc. The supplier shall ensure that the organization complies with all relevant safety regulations. Evidence of such compliance shall be available when requested.

3.5 Security Procedure(s) •

The Supplier shall have a documented and implemented Security Procedure(s) covering buildings, employees, documents and data systems. The Supplier shall be able to provide evidence of the effectiveness of the procedure(s).

3.6 Access Control •

The Supplier shall have access control by means of controlled key cards, code locks, etc. to areas where new developments are taking place or where **NSN** confidential information is stored.

NOTE: This is not a requirement for standard component manufacturers where no **NSN** confidential information is supplied.

3.7 Confidentiality Agreement •

All employees of the Supplier are subject to the provisions of a Confidentiality Agreement, either separately or as a part of the work contract. Employees shall be aware of the meaning of the agreement in practice.

3.8 Document and Data Safety •

The Supplier shall have a system such as fireproof cabinets for documents, computer virus scan provisions, electronic files backup, which shall be stored in a separate building. The Supplier shall take actions to prevent breaches of security including the integrity of documents and data systems by providing lockable document cabinets, computer user Id's and passwords, "firewalls," etc.

3.9 Information and Communication Infrastructure and Security •

Workstations and Servers connected to **NSN** infrastructure have to comply with **NSN** Security and Network Architecture Requirements. Similar requirements may apply when Supplier is storing sensitive **NSN** material in their systems or premises. **NSN** shall have the right to assess Supplier's infrastructure, equipment and premises to verify this compliance.

4. QUALITY MANAGEMENT

This chapter describes the requirements for Quality Management System.

4.1 Quality Management System +

The Supplier shall have a documented Quality Management System to ensure effective planning, management and control of quality. This Quality Management System shall satisfy the requirements of the ISO 9000/2000.

4.2 Quality Manual +

The Supplier shall describe Quality Management System preferably in a plant/site or corporate Quality Manual giving a sufficiently detailed overview of its Quality Management System. Quality responsibilities shall be clearly defined, with reference made to important higher corporate and/or lower level documents.

4.3 Contract Review System •

The Supplier shall have a formal contract review system in place to convert customer's requirements into Supplier internal requirements with respect to requests for quotation, purchase agreements, purchase orders, internal plans and specifications etc. The Supplier shall be able to provide evidence of the use of the contract review system.

4.4 Document Hierarchy •

A description of the Supplier's Quality Management System documents and their hierarchy shall be available to illustrate the structure of the system.

4.5 Document Control •

The Supplier shall have a document control operation to create, check, approve, release, distribute and delete quality system documents and data throughout the organization.

4.6 Quality Records •

The Supplier shall define internal and external Quality Records. The Supplier shall define responsibilities to collect, store, maintain and dispose of such records. These records shall cover both Quality Management System elements such as reviews, audits, meetings, etc., as well as material and product related tests and inspection data. Agreed Quality Records shall be available to **NSN** upon request.

4.7 Quality Plan •

The Supplier shall perform product or project specific quality assurance activities in accordance with documented procedures and/or quality plans. Quality plans as required for **NSN** specific deliverables, components and R&D projects are subject to mutual approval.

4.8 Internal Quality Audits •

The Supplier shall perform Internal quality audits using qualified auditors in accordance with documented procedures and active plans. The Supplier shall review audit results, plan corrective actions and perform follow-up verification of corrective actions effectiveness.

4.9 Corrective and Preventive Actions •

The Supplier shall have a documented corrective and preventive action system with input coming from various sources such as design reviews, audits, incoming inspections, in-process monitors, product qualifications and tests, customer complaints, field failures, etc. Output shall be in the form of corrective and preventive actions, whose effectiveness the Supplier shall verify.

4.10 Metrics •

The Supplier shall have appropriate metrics at relevant phases of the processes that facilitate performance management and control of the processes. Metrics shall be linked to key performance indicators derived from strategy. Agreed metrics shall be available to **NSN** upon request.

5. PROJECT MANAGEMENT

This section describes the particular requirements of Project Management performance when delivering services. These requirements shall be fulfilled separately for each separate contractual situation.

5.1 General Project Management +

Supplier overall Quality Management System (article 4.1) shall in applicable requirements specifically include clarifications how local project management performance is supported, securing:

- Contractual requirements to be met
- Right level of resources to be available for the project
- Right level of competence available
- Clear division of responsibilities at personal level for all requirements/obligations
- Controlled subcontracting
- Short ramp-up periods for new projects
- Continuous improvements which effects all **NSN** ongoing and future projects
- High level of preventive behavior

- Preparedness for upcoming problems of any kind

5.2 General Project Planning •

Each project (each contract) shall actively follow a continuously updated project plan focusing the specific conditions and requirements in the specific contract, which is not already stipulated and implemented through the Quality Management System (article 4). This plan can be combined with the requirements of a quality plan (article 4.6) and other ISO 9001/2000 requirements.

The plan shall as a minimum have the content as shown below in this article 5.

5.3 Organization •

The project organization shall be described in a chart also including project supporting personnel, subcontractors and customer. It shall include roles and clarify interfaces for communication, contractual issues etc.

5.4 Introduction •

The project shall be briefly described as well as Scope, roll out plan, geographical spread etc.

5.5 Contract Review •

The requirements in this article should be connected to the more general requirement of a Contract Review System (article 4.3).

A review of the contract shall be made securing every piece of content to be fulfilled.

The basic content and especially the project specific content of the contract shall be described or listed in responsibilities areas. The division of these responsibilities as well as the content of these responsibilities shall be documented as shown in article 5.6.

As part of the contract review the needed input (documentation, support etc) from customer in order to fulfill the contractual obligations/responsibilities shall be documented and separately notified the customer.

The contract review shall also include to define all specific project procedures and tools that have to be developed (to complement supplier general procedures) in order to fulfill the specific demands in the specific contract.

5.6 Responsibilities •

Division of responsibilities for all positions shall be documented and secured to be clearly understood amongst own project personnel (and project supportive personnel).

5.7 Targets •

Targets shall be set for the project based on company, customer, contract and project specific targets.

The targets shall be planned and monitored as described in article 5.15 (Action Planning) and 5.12 (Performance Monitoring).

5.8 Contract Quality Risk Management •

The specific risk shall be evaluated (for this specific contract) that can jeopardize the timely fulfillment and the quality of the contracted work (with specific attention to end customer acceptance). The risks shall be documented in a plan also including considerations of Supplier company risks as well as risks expressed by the customer. Risks shall be mitigated or prevented by further planning as in article 5.15 (Action Planning).

Risks shall be re-evaluated quarterly or when circumstances significantly change.

5.9 Planning •

The Supplier shall have a delivery process documented describing delivery from first trigger until final acceptance briefly described here.

The Supplier shall have a process briefly described here showing the lead times from receiving of new forecasts until execution. The process shall always be adapted to the actual situation in project (delayed start, new desired lead times, new targeted launch dates etc) and described here.

The Supplier shall have a process briefly described here showing how documentation for each part of the delivery (e.g. site folder) is secured to be in the right place, with the right quality in right time.

5.10 Performance Monitoring •

How to monitor company, customer, contract or project specific metrics as well as different project Key Performance Indicator (KPI) shall be stated.

5.11 Quality •

The frequency and content of control, inspections, assessments and audits shall be described. The project shall have an active system for corrective and preventive actions to secure fulfillment of the contract, the management system and this plan. All personnel shall be encouraged to raise a non-conformity of any kind preventing them from fulfilling their responsibilities in a professional manner.

The Supplier shall have the capability to analyze failures or defect material/equipment and to swap according to documented procedure.

The Supplier is always fully responsible for the quality of his own work. A combination of professional management, preventive actions and control is preferred to assure the right quality. The selected procedure for controlling quality shall secure all deficiencies to be taken care of at every site. Customer control/inspection/audit shall not be accepted as necessary.

5.12 Resourcing, Competence and tools •

The specific details in this project (resourcing and training plan etc) shall be described as well as how this is connected to Quality Management System procedures.

5.13 Reporting and meetings •

The frequency and content of reporting and meetings shall be described. Risk Management, performance measures, quality actions, changes to this plan etc and related improvements shall be regularly reported to customer as well as all progress related information. Shortcomings shall be separately reported without delay.

5.14 Subcontracting/contracting •

All project specific actions shall be described what is done to secure right performance and quality for subcontracted works. Continuous monitoring and performance evaluation of each subcontractor of the Supplier shall be described.

5.15 Action Planning •

It shall be described how action planning is outlined securing clear responsibilities at individual level, due dates and follow-ups.

The project action planning can be coordinated or divided into different action planning areas.

The action planning shall represent a professional breakdown of actions to be taken regarding achieving targets, preventing/minimizing risks or impact of such risk, cleaning non-conformities etc both originating from project and from the company in general (e.g. actions originating from experiences in other projects).

5.16 Processes, Procedures and Work Instructions •

All processes, procedures and work instructions in use supporting the project shall be listed here (or separately attached) together with a plan how to secure communication and immediate implementation when updated.

Processes, procedures and work instructions as well as their changes shall be approved internally and communicated with **NSN** before implementation, as mutually agreed.

5.17 Documentation •

All describing documents (**NSN** specifications and others) shall be listed here together with a plan describing how to secure communication and immediate implementation of updates etc.

For all produced documentation during execution there shall be a description of:

- What to document?
- Where to document it?
- How long time it shall be kept?
- Who is responsible?

A list of documents to be delivered to customer at project closure shall be defined.

6. PURCHASING

This chapter describes the requirements for purchasing and supplier management.

6.1 Supplier and Subcontractor Selection •

The Supplier shall select its suppliers and subcontractors according to documented procedures for identifying and evaluating potential suppliers of products as well as for selecting the suppliers. When appropriate, a second source policy shall be applied. The Supplier's own suppliers are subject to the provisions of a Non-Disclosure Agreement (NDA).

6.2 Supplier and Subcontractor Control •

The Supplier shall continuously monitor its suppliers' performance by key indicators such as product quality indexes, assessment results, ratings and process reviews. The Supplier shall have a system to make complaints and claims against its suppliers and a method for requesting corrective and preventive actions.

6.3 Supply Document Management •

~~The Supplier shall have appropriate supply documents management system ensuring that all applicable requirements and contractual obligations from NSN are transferred to the suppliers.~~

The Supplier's purchasing documents shall include all information necessary to define materials, products or R&D work to be ordered. This information includes details such as item name, specification, revision level, quantity, delivery time, price and transportation.

6.4 NSN Supplied Product Control •

The Supplier shall have a procedure to control materials or products supplied by NSN, which are incorporated into the final product.

6.5 Material Handling and Storage •

The Supplier shall have written instructions for material handling and storage in order to control incoming material and equipment to conform to specifications, to control inventory and to prevent material deterioration and safety hazards, and to maintain controlled storage conditions (special storage requirements).

Appendix 2

Waste Management Guidelines

NSN seeks to follow sound environmental practices in all aspects of its business operations. Suppliers and subcontractors, including Subcontractor, who perform services for **NSN** are required to observe these same practices. The purpose of this document is to describe end of life treatment options for waste generated during Telecommunications Implementation operations (including installation of BTS, BSC, GGSN, SGSN and other network elements). To minimize the amount of material transported to municipal landfills, **NSN** has identified potential waste generated in these types of operations and suggests the following treatment methodologies. These goals are in accordance with **NSN** Environmental Management Principles.

Waste Management Considerations:

All Suppliers and subcontractors should inform themselves of and fully comply with:

- All local, state and federal legal requirements relevant to the waste disposal methodologies use
- **NSN** Environmental Management Principles

POSSIBLE WASTE FRACTIONS GENERATED ON SITE OR AT THE WAREHOUSE		SUGGESTED TREATMENT METHODOLOGY
Sealed Lead Acid Batteries		Approved battery recycling facility
Miscellaneous Metal		Metal reclamation facility
Cables/wire Scrap		Metal reclamation facility
Wood Packaging Material		Compost or wood chipping facility
Corrugated (Cardboard) Material		Paper recycling facility
Paper		Paper recycling facility
Unused or damaged NSN /Nokia-labeled telecommunications equipment		Return to NSN project facility or other location requested by authorized NSN personnel

Additional requirements:

- If any hazardous materials are encountered at an installation site, the contractor must immediately contact the local site management and take all appropriate precautions.
- Contractors may wish to centrally collect waste from sites at their central warehouse or staging facility, and then apply these treatment methodologies from such central site.
- For additional information about **NSN** environmental policies and recommended procedures, see the website, www.nokia.com.
- Under no circumstances should any **NSN**-labeled packaging or unused equipment components be left at an installation site after completion, or be discarded in any improper locations or facilities.
- Contractors are requested to cooperate with any data collection or waste analysis requests of **NSN** in connection with these matters and to comply with any reasonable suggested changes made by **NSN** environmental personnel

If you have any question pertaining to **NSN** Environmental Management Principles or the treatment methodologies for waste generated at the site, please contact:

David White

Environmental Health and Safety Department Nokia
Networks -- Americas
Phone: (972) 894-4156
Email: david.white@nokia.com

APPENDIX 3

SERVICE EXCELLENCE PROGRAM

1. Service Excellence Program (SEP)

SEP is the **NSN** Service Excellence Program that comprises 5 key modules to create an integrated solution for service development, training, licensing, monitoring and enhancing service suppliers' performance to deliver the highest implementation quality in **NSN** project. Through the implementation of the SEP, **NSN** ensures that its service supplier technicians shall be trained and licensed to competently perform services and field quality is continuously audited, reported and improved.

A dedicated **NSN** SEP team under Site Engineering, Delivery Services is responsible for managing and implementing the SEP program in **NSN** projects in collaboration with the local regional Account / Project team. Its responsibilities include defining competence development plans, licensing process, training solutions, Service Excellence Center (SEC) facility creation and management; on-site training assessment and quality uplift improvement programs.

All service suppliers contracted by **NSN** to perform services on **NSN** projects is required as part of the Contract to comply with the requirements of the Service Excellence Program (SEP). This document outlines the various requirements of the program for compliance by service suppliers. Service suppliers shall also comply with other supplementary documents such as the **NSN** Licensing Process documents and terms and conditions pertaining to SEC trainings, which are an integral part of the SEP.

2. Licensing Process

The purpose of the **NSN** Licensing Process is to provide a standardized process to ensure that **NSN** service suppliers have the necessary trainings and competences to support the requirements of the project. The licensing process must be adhered to in order to validate the **NSN** standards and comply with quality specifications.

Compliance with the **NSN** Licensing process is a mandatory requirement for all suppliers performing works in a **NSN** project. All service suppliers and their technician must be registered in the SEP database, trained by the SEC and licensed prior to performing technical implementation services.

Full details pertaining to the **NSN** Licensing process shall be described in a separate document to be provided and shall cover the following items:

- a. Licensing process
- b. Progression flowchart for license levels
- c. Network element licensing
- d. Standard and Fast-track process
- e. Progression process and requirements
- f. Supplier obligations
- g. Quality uplift
- h. Field performance audit and monitoring
- i. Badging
- j. Maintenance and updating of the technician information

3. License level Definitions

Though license level can vary for different product elements, the following License level definitions are generally used to define which tasks can be performed by individuals with different license classification

- a. Level 1 – Installation
- b. Level 2 – Installation & Commissioning
- c. Level 3 – Integration
- d. Level 4 – Integration & Troubleshooting

4. License Qualification and Technician Identification

Licenses are recorded in the Field operations database and issued to the supplier technicians. The license and badge is issued to each service supplier technician in accordance with the training taken for a specific task in particular market and the test result. The license may be for multiple competencies. Technicians may only perform the particular type of work for which they have been trained and are qualified for. Technicians shall not perform any work for which he has not been trained or not are qualified to perform.

5. Assessment and Verification

The technician field performance is monitored and assessed periodically in accordance with the Licensing standards and quality plan specified by **NSN**. The Project Management quality team manages these assessments and further quality uplift trainings are organized for service suppliers or individual technicians according to performance and needs.

6. Quality Uplift

The quality uplift is meant to be refresher training and in normal circumstances should be taken every 6 months or whenever deficiencies are identified and corrective actions required for poor-performing technicians. If the circumstances change substantially e.g. new type of services, substantial changes to Methods and Procedures etc. it may be necessary to implement quality uplift training at shorter intervals. Suppliers shall ensure that its technicians participate fully in quality uplift programs as required.

7. Registration and SSE Database

All service suppliers are required to provide the necessary information pertaining to its company and technical resources in a timely manner via the **NSN** Field Operation website. Service suppliers and technicians profiles are created and maintained in the SEP database accessible through the website. Each supplier technician is assigned a unique identifier called PTID (personnel training identification), which contains the employer and individual details with an identification number.

Suppliers shall be responsible for informing the SEC administrator in writing via the website whenever there is a change in its resource base for purpose of updating the database and comply with all procedures and requirements contained through the website.

8. SEC Training

The service suppliers shall ensure that its resources are registered in the SEP database and attend SEC training for licensing. Request for trainings shall be submitted in writing using the prescribed forms and service suppliers shall comply with all terms and conditions contained therein.

The means by which SEC provides training include:

- a. Classroom Training with hands-on practical content
- b. Workshop
- c. Self-learning
- d. On-the-Job Training

Classroom training is primarily carried out in the **NSN** Service Excellence Centers and is implemented to meet the needs of the Project and service supplier competence development plans. On-site training can be arranged in the markets as necessary to fine-tune the training already received at Service Excellence Centers

9. Certificates and Badge

A completion certificate and PTID badge is issued to each service supplier technician after successful completion of the training and passing the test. The certificate includes information on the specific competence areas in which the technician is qualified to perform work on customer sites. All training records are maintained in the SEP database. Technicians are required to visibly display the PTID badge at all times while working in the project.

APPENDIX 4

FINAL LIEN WAIVER

STATE OF _____)
) SS
COUNTY OF _____)

To All Whom it May Concern:

Whereas, the undersigned _____ has been employed by _____
to furnish material and labor for the _____ at the premises commonly known as
_____, of which _____ if the owner.

The undersigned, for an in consideration of \$ _____ and other good and valuable
considerations, the receipt whereof is hereby acknowledged, does hereby waive and release any and all liens,
on the above described premises and improvements thereon and on the money and other considerations due
or become due from the owner on account of labor, services, materials, fixtures, apparatus, or machinery
heretofore furnished or that may be furnished at any time hereafter by the undersigned for the above-
described premises.

Dated this _____ day of _____, 20____

(Affix corporate seal here.)

(Secretary of Corporation)

(Sole owner or authorized representative of corporation or
partnership)

[Note: Form of Lien Waiver subject to change due to requirements in jurisdiction where Work will be
performed.]

APPENDIX 5

RELEASE AND CERTIFICATE OF PAYMENT

With reference to Contract Number _____ dated _____ 200_, and all change orders and amendments thereto ("Contract"), between the undersigned Contractor and NSN, Inc. for providing Facilities Preparation services for the benefit of _____ ("Lessee"), on or in connection with the cell site owned by _____ ("Owner"), such site being further described as:

(NOTE: Can be used for multiple sites with attached sheet.)

Cell Site Name _____ Cell Site Number _____, (the "Cell Site"), the Undersigned hereby certifies and represents that it has made full payment of all costs, charges, and expenses incurred by it or on its behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used in connection with its work under said Contract for the above referenced Cell Site, or certifies that the receipts from the payments made against the invoice that accompanies this certification will be used to make such full payments.

The Undersigned further certifies that to its best knowledge and belief, each of its subcontractors and materialmen has made full payment of all costs, charges, and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work under said Contract for the above referenced Cell Site, or certifies that the receipts from the payments made against the invoice that accompanies this certification will be used to make such full payments.

In consideration of \$ _____ as payment under the Contract for all Work performed and materials supplied on the above referenced Cell Site, the Undersigned hereby unconditionally releases and forever discharges the Owner, Lessee and NSN, Inc. and their related and affiliated entities, and the Owner's premises and property from all claims, liens and obligations of every nature arising out of or in connection with the performance of the work under said Contract, except as set forth below:

(NOTE: If none applies, then write "None" in space above. Any claims excepted must be described and the specific amount claimed must be set forth.)

As additional consideration for this payment, the Subcontractor agrees to the fullest extent permitted by applicable law to, indemnify and hold harmless the said Owner, Lessee and NSN, Inc. and their related and affiliated entities from and against all costs, losses, damages, claims, causes of action, judgments and expenses, including attorney's fees, arising out of or in connection with claims against the said Owner, Lessee or NSN, Inc. which claims arise out of the performance of the Work under the Contract for the above referenced Cell Site(s) and which may be asserted by the Contractor or any of its suppliers, subcontractors of any tier or any of their representatives, officers, agents or employees, except for those claims listed above and except for claims arising out of the negligence or willful misconduct of the party indemnified or held harmless.

The foregoing shall not relieve the Undersigned of its obligations under the provisions of said Subcontract which by their nature survive completion of the work including, without limitation, warranties, guarantees and indemnities.

Executed this _____ day of _____, 200__.

(Notary Seal)

(NAME OF CONTRACTOR)

By _____

Title _____

(Witness)

(Address)

APPENDIX 7

INSURANCE REQUIREMENTS

"TNS" as used herein shall mean the contracting party of NSN in the relevant agreement between TNS and NSN providing for services and/or delivering products.

"NSN" as used herein shall mean NSN and/or any of its affiliates as the case may be.

Other capitalized terms used herein shall have the meaning set out in the relevant agreement between TNS and NSN unless the context otherwise requires.

7. TNS'S OBLIGATIONS

- a. TNS shall carry and maintain in full force and effect during the term of the parties' agreement(s) at least the minimum insurance coverages stated in this "Insurance Requirements Appendix":
- b. Worker's Compensation and Employer's- General Liability and Automobile Liability coverage should be written on an occurrence basis.
- c. Errors & Omissions insurance should be written on a claims made basis.
- d. The insurer(s) providing coverage must be licensed and admitted in the Country and/or State(s) of TNS's operations and performance of the parties' agreement(s), and have a rating of "A-" or better as currently listed in *Best's Insurance Report* published by A.M. Best Company, Inc., or equivalent rating from Standard & Poor's, Moody's or Fitch.
- e. TNS's insurance is primary to any valid collectible insurance carried by the "Additional Insureds" (defined below).
- f. Payment of any deductible, self-insured retention, retention or similar obligation is the sole expense obligation of TNS.

8. REQUIRED INSURANCE COVERAGE

8.1 Required minimum insurance coverage

TNS shall obtain and maintain at TNS's sole expense the following required minimum insurance coverages and limits:

- a. Worker's Compensation and Employer's Liability: covering all workers of TNS including cover for directors, officers and principals, for work related injury, sickness or death as provided by the Workers' Compensation and/or Employer's Liability laws or similar provisions of the Country and/or State in which TNS is performing work. If a government program provides this cover rather than an insurance company, then participation in the government program satisfies this requirement.
- b. General Liability: Limit of Dollars 5,000,000 (including Public-, Contractual-, Fire, Legal- and Product Liability) per occurrence. Cover should apply within the contiguous 50 United states without geographic limitation. Defense costs should be paid outside of the limit. If furnishing to NSN (by sale or otherwise), products, material or construction, installation, maintenance or repair services General Liability will be endorsed to include products/Completed Operations coverage in the amount of Dollars 5,000,000 per occurrence.

8.2 Supplementary Insurance Coverage

- a. Automobile Liability Insurance (if applicable): Limit of Dollars 1,000,000 each accident for Bodily Injury and/or Property Damage to Third Parties. Cover shall apply to owned, leased and rented vehicles.

- b. Errors & Omissions Insurance (if applicable): Limit of Dollars 5,000,000 per claim. Cover should apply worldwide without geographic limitation.

3. ADDITIONAL INSURED AND WAIVER OF SUBROGATION

TNS shall have **NSN** (including its parent, subsidiary, affiliated and managed entities), its directors, officers and employees, agents and assigns named as Additional Insureds under all policies (except Workers' Compensation and Employers' Liability) and require insurers to waive all rights of subrogation and recovery against **NSN**.

4. PROOF OF INSURANCE

Before commencement of the Agreement and prior to **NSN** having any obligation to pay **TNS** whatsoever, **TNS** shall provide to **NSN** a certificate of insurance signed by a duly authorized officer or agent of the insurer certifying that the minimum insurance coverages set forth in Section 2 of this Insurance Requirements Appendix are in effect. Further, the certificate of insurance must state that **NSN** will receive at least 30 days' written notice of policy cancellation, non-renewal or material modification.

~~**TNS** shall thereafter provide **NSN**, no later than 15 days after to the expiration date of the cancelled, non-~~
renewed or materially modified policy, written evidence by an insurance binder or policy that such policy has been replaced, renewed or modified with no lapse in coverage by another policy which meets the minimum insurance coverages set forth in Section 2 of this Insurance Requirements Appendix. If **TNS** does not provide **NSN** with such certificates of insurance within 30 days after the Effective Date of the Agreement and after each policy renewal thereafter, then **NSN** may (i) suspend payments to **TNS** until evidence of required coverage is provided or (ii) terminate this Agreement or any then-current Statements of Work.

5. NOTICE OF CLAIM

Should any claim involving **NSN** be noticed to **TNS's** insurers under the General Liability or Errors & Omissions insurance covers, **TNS** shall immediately notify **NSN** of such notice of claim to:

General Counsel
Nokia Siemens Networks
Keilalahdentie 2-4
02150 Espoo
Finland

APPENDIX 8 – Part 1

MBE/WBE/DVBE REPORTING (Annual)

SUPPLIER MBE/WBE/DVBE PARTICIPATION PLAN YEAR REPORTING:

SUPPLIER NAME: _____

ADDRESS: _____

COMPANY E-MAIL: _____

TELEPHONE NUMBER: _____

DESCRIBE GOODS OR SERVICES BEING PROVIDED UNDER THIS AGREEMENT: _____

DESCRIBE YOUR M/WBE-DVBE OR SUPPLIER DIVERSITY PROGRAM AND THE PERSONNEL DEDICATED TO THAT PROGRAM

THE FOLLOWING, TOGETHER WITH ANY ATTACHMENTS IS SUBMITTED AS AN MBE/WBE/DVBE PARTICIPATION PLAN.

1. GOALS

A. WHAT ARE YOUR MBE/WBE/DVBE PARTICIPATION GOALS?

MINORITY BUSINESS ENTERPRISES (MBEs) _____ #DIV/0!

WOMEN BUSINESS ENTERPRISES (WBEs) _____ #DIV/0!

DISABLED VETERANS BUSINESS ENTERPRISES (DVBEs) _____ #DIV/0!

B. WHAT IS THE ESTIMATED ANNUAL VALUE OF THIS CONTRACT WITH:

NSN _____

Total NSN \$ _____ -

C. WHAT ARE THE DOLLAR AMOUNTS OF YOUR PROJECTED MBE/WBE/DVBE PURCHASES:

MINORITY BUSINESS ENTERPRISES (MBEs) _____

WOMEN BUSINESS ENTERPRISES (WBEs) _____

DISABLED VETERANS BUSINESS ENTERPRISES (DVBEs) _____

SEE MBE/WBE/DVBE CANCELLATION CLAUSE IN AGREEMENT FOR DEFINITIONS OF MBE, WBE, AND DVBE



2. LIST THE PRINCIPAL GOODS AND SERVICES TO BE SUBCONTRACTED TO MBE/WBE/DVBEs OR DELIVERED THROUGH MBE/WBE/DVBE VALUE ADDED RESELLERS

DETAILED PLAN FOR USE OF M/WBES-DVBEs AS TNSS, DISTRIBUTORS, VALUE ADDED RESELLERS

For every product and service you intend to use, provide the following information. (attach additional sheets if necessary)

Company Name	Classification (MBE/WBE/DVBE)	Products/Services to be provided	\$ Value	Date to Begin

3. **TNS** AGREES THAT IT WILL MAINTAIN ALL NECESSARY DOCUMENTS AND RECORDS TO SUPPORT ITS EFFORTS TO ACHIEVE ITS MBE/WBE/DVBE PARTICIPATION GOAL(S). **TNS** ALSO ACKNOWLEDGES THE FACT THAT IT IS RESPONSIBLE FOR IDENTIFYING, SOLICITING AND QUALIFYING MBE/WBE/DVBE **TNSS**, DISTRIBUTORS AND VALUE ADDED RESELLERS.

4. THE FOLLOWING INDIVIDUAL, ACTING IN THE CAPACITY OF MBE/WBE/DVBE COORDINATOR FOR **TNS**, WILL:

ADMINISTER THE MBE/WBE/DVBE PARTICIPATION PLAN,
SUBMIT SUMMARY REPORTS, AND
COOPERATE IN ANY STUDIES OR SURVEYS AS MAY BE REQUIRED IN ORDER TO
DETERMINE THE EXTENT OF COMPLIANCE BY THE **TNS** WITH THE
PARTICIPATION PLAN.

NAME:

TITLE:

TELEPHONE NUMBER:

AUTHORIZED SIGNATURE:

DATE:

APPENDIX 8 – Part 2

MBE/WBE/DVBE REPORTING (Quarterly)

M/WBE-DVBE QUARTERLY RESULTS REPORT

FOR NOKIA INC:

Note: Subcontracting Results should reflect ONLY M/WBE-DVBE dollars directly traceable to sales DURING THE REPORT QUARTER.

Results must be reported Quarterly to NOKIA.

THIS SUMMARY REPORT SHOULD BE

Authorized signed copy should be mailed to NOKIA, INC - ATTN: SUPPLIER DIVERSITY
6000 CONNECTION DRIVE M/S 1-3-666
IRVING, TEXAS 75039

Notes: Questions and/or requests for assistance may be referred to the Prime Supplier Program Manager at SCOP@NOKIA.COM

1. REPORTING COMPANY: Company Name _____ Address: _____ City, State, Zip _____ Contact Name: _____ Title: _____ E-mail: _____ Date: _____ Telephone: _____ Signature: _____	2. Contract WOB: _____ (If visible)	3. REPORT QUARTER: This report reflects the utilization of Minority Business Enterprise/Woman Business Enterprise/Disabled Veterans Enterprise participation for period _____ through _____ (Please indicate dates)
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PARTICIPATION GOAL				PARTICIPATION ACHIEVEMENT																											
4. Annual Goal <table border="1"> <tr> <td>Percent of Total Sales</td> <td>MBE</td> <td>WBE</td> <td>DVBE</td> </tr> <tr> <td></td> <td>10.0%</td> <td>5.0%</td> <td>##</td> </tr> </table>				Percent of Total Sales	MBE	WBE	DVBE		10.0%	5.0%	##	5. Actual for Quarter <table border="1"> <tr> <td></td> <td>MBE</td> <td>WBE</td> <td>DVBE</td> </tr> <tr> <td>Subcontracting Dollars</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total Sales to Nokia</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Percent of Subcontracted Sales</td> <td>#DIV/0!</td> <td>#DIV/0!</td> <td>#DIV/0!</td> </tr> </table>					MBE	WBE	DVBE	Subcontracting Dollars				Total Sales to Nokia				Percent of Subcontracted Sales	#DIV/0!	#DIV/0!	#DIV/0!
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NOKIA - SUBCONTRACTING RESULTS		
6. M/WBE-DVBE SUBCONTRACTOR(S)	Ethnic Gender:	Total Dollars:
Name: _____		
Address: _____		
City, State, Zip _____		
Telephone: _____		
Goods or Serv _____	Certifying Agency:	
To add additional subcontractors, copy the entire light gray area and paste below this line		